

**RES12-085**

Wilmington, Delaware  
December 6, 2012

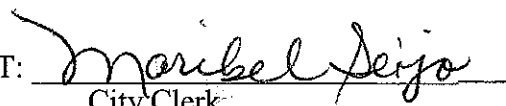
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE**

**CITY OF WILMINGTON** that the Council authorizes and approves that certain Carter Street Water and Sewer Infrastructure Improvement Agreement between the City of Wilmington and Habitat for Humanity of New Castle County, Inc., a copy of which is attached hereto as Exhibit "A" and made a part hereof, for the purpose of providing up to \$121,000 to Habitat for Humanity of New Castle County, Inc. for the installation of water and sewer system improvements serving the 2100 block of Carter Street.

**BE IT FURTHER RESOLVED** that Council authorizes the Commissioner of the Department of Public Works to execute the Carter Street Water and Sewer Infrastructure Improvement Agreement and any other documents that are necessary to effectuate the intent of such agreement and to accept the dedication of the water and sewer improvements installed pursuant to such agreement.

Passed by City Council,  
December 6, 2012

ATTEST:

  
City Clerk

Approved as to form this 4<sup>th</sup>  
day of December, 2012.

  
Senior Assistant City Solicitor

**SYNOPSIS:** This Resolution approves the Carter Street Water and Sewer Infrastructure Improvement Agreement between the City of Wilmington and Habitat for Humanity of New Castle County, Inc. The agreement provides \$121,000 in support to Habitat for Humanity of New Castle County, Inc. for the installation of improvements to the water and sewer system in the 2100 block of Carter Street.

#3765

Sponsor:

Council  
Member  
Ignudo

Co-Sponsors:

Council  
Members  
D. Brown  
M. Brown

## **CARTER STREET WATER AND SEWER INFRASTRUCTURE IMPROVEMENT AGREEMENT**

**THIS CARTER STREET WATER AND SEWER INFRASTRUCTURE IMPROVEMENT AGREEMENT** (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Effective Date"), between the **CITY OF WILMINGTON**, a Delaware municipal corporation ("City") and **HABITAT FOR HUMANITY OF NEW CASTLE COUNTY, INC.**, a Delaware non-profit corporation ("Habitat").

WHEREAS, Habitat owns those certain parcels of land and the improvements erected thereon known as "Cooper's Run", being Tax Parcel Nos. 26-029.20-046, 26-029.20-047, 26-029.20-048, 26-029.20-049, 26-029.20-050, 26-029.20-051, 26-029.20-052, 26-029.20-053, which parcels have the addresses of 2101, 2103, 2105, 2107, 2109, 2111, 2113, 2115 & 2117 Carter Street, Wilmington, Delaware, respectively ("Cooper's Run"); and

WHEREAS, Habitat intends to renovate and redevelop Cooper's Run; and

WHEREAS, City is seeking to improve the water and sewer infrastructure serving the 2100 block of Carter Street; and

WHEREAS, as part of the renovation and redevelopment of Cooper's Run, Habitat has agreed to design, install and construct improved distribution and storm water systems, as more particularly described and shown on Exhibit "A" attached hereto and made a part hereof (collectively, the "Carter Street Water and Sewer Infrastructure Improvement Project"), at a proposed cost of up to \$121,000.00; and

WHEREAS, Habitat has requested and the City has agreed to provide funding in the amount of up to \$121,000.00 to cover the cost of the Carter Street Water and Sewer Infrastructure Improvement Project.

NOW, THEREFORE, in consideration for the aforesaid premises, and further consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **1. City Funds.**

1.1 Subject to the terms and conditions of this Agreement, City hereby agrees to provide Habitat with funding in the amount of up to One Hundred Twenty One Thousand Dollars (\$121,000.00) (the "City Funds"). The City Funds shall only be used to cover the costs associated with the Carter Street Water and Sewer Infrastructure Improvement Project.

1.2 Except as required by Section 1.3 of this Agreement, City agrees to pay the City Funds in two (2) equal installments of \$60,500.00. If there have not been any Events of Default (as defined in Section 3.1 of this Agreement) or events, which with the passage of time or the giving of notice, shall constitute an Event of Default, then the first installment of the City Funds shall be paid to Habitat within thirty (30) days following City's receipt of invoices and supporting documentation that demonstrates that Habitat has completed construction of 50% of the Carter Street Water and Sewer Infrastructure Improvement Project and incurred actual costs for such work of at least \$60,500.00. If there have not been any Events

of Default (as defined in Section 3.1 of this Agreement) or events, which with the passage of time or the giving of notice, shall constitute an Event of Default, then the second installment shall be paid to Habitat within thirty (30) days following City's receipt of invoices and supporting documentation that demonstrate that Habitat has completed construction of the Carter Street Water and Sewer Infrastructure Improvement Project and incurred actual costs for such work of at least \$60,500.00, subject to the provisions of Section 1.3 of this Agreement. Failure of City to disburse the City Funds as outlined herein shall constitute a default under this Agreement for which Habitat shall have the right to pursue those remedies set forth in Section 4 of this Agreement.

1.3 To the extent that the total cost of designing, installing and constructing the Carter Street Water and Sewer Infrastructure Improvement Project is less than \$121,000.00, then the amount of the City Funds to be paid to Habitat shall be appropriately reduced. Any reduction of the amount of City Funds to be paid to Habitat shall be taken from the second installment payment. To the extent that the actual cost of the Carter Street Water and Sewer Infrastructure Improvement Project exceeds the amount of the City Funds, then the City shall not be required to increase the amount of the City Funds or cover any of the excess costs.

2. Representations, Warranties, Covenants and Agreements. Habitat represents, warrants, covenants and agrees, knowing that City will rely on the representations, warranties, covenants and agreements as incentives to approve payment of the City Funds, as follows:

2.1 Organization and Good Standing. Habitat(a) is duly organized, validly existing and in good standing under the laws of the State of Delaware; and (b) has the power and authority to carry on its business as now conducted.

2.2 Power and Authority; Validity of Agreement. Habitat has the power and authority to enter into and perform under this Agreement; and all actions necessary or appropriate for Habitat's execution and performance of the Agreement have been taken, and, upon its execution, the same will constitute the legal, valid and binding obligation of Habitat to the extent it is a party thereto, enforceable in accordance with their respective terms.

2.3 No Violation of Laws or Agreements. The making and performance of this Agreement by Habitat will not violate any provisions of any law or regulation, or result in any breach or violation of, or constitute a default under, any agreement or instrument by which Habitat or its property may be bound.

2.4 Insurance. Habitat shall keep and maintain all of its property and assets in good order and repair and fully covered by insurance.

2.5 Notice to City. Habitat shall notify City in writing promptly of the (a) institution of any litigation involving the Carter Street Water and Sewer Infrastructure Improvement Project, (b) the commencement of any administrative proceedings involving the Carter Street Water and Sewer Infrastructure Improvement Project, (c) the happening of any event or the assertion or threat of any claim against the Carter Street Water and Sewer Infrastructure Improvement Project or (d) the occurrence of any Event of Default.

2.6 Costs and Expenses. Habitat shall pay or reimburse City for all reasonable out-of-pocket costs and expenses (including but not limited to attorneys' fees and disbursements) which City pays or incurs in connection with any waiver, consent or amendment to this Agreement and all other documentation related thereto, the payment of the City Funds hereunder and the enforcement of the same. All obligations provided for in this Section 2.6 shall survive any termination of this Agreement.

2.7 Compliance with Law; Notification. Habitat shall comply with all applicable local, state and federal laws and regulations, including without limitation environmental laws and regulations, and the provisions and requirements of all franchises, permits, certificates of compliance and approvals issued by regulatory authorities pertaining to the Carter Street Water and Sewer Infrastructure Project.

2.8 Other Information. Habitat shall provide City with any other documents and information, financial or otherwise, reasonably requested by City and pertaining to the Carter Street Sewer and Water Infrastructure Project, including but not limited to, cost certifications and release of mechanic's liens.

2.9 Publicity and Identification of Documents. Habitat shall mention or include the name of the City in a conspicuous manner in any advertisement or publicity of any type pertaining to the Carter Street Water and Sewer Infrastructure Improvement Project, which advertisement or publicity must first be approved by City prior to use.

2.10 DBE's. Habitat shall use good faith efforts and will cause its contractors and subcontractors to use good faith efforts to maximize participation by "disadvantaged business enterprises" as that term is defined by the City of Wilmington Code ("DBE"), in the Carter Street Water and Sewer Infrastructure Improvement Project. Habitat and its contractors and subcontractors will use good faith efforts to achieve a goal of twenty percent (20%) participation in respect of contracts for the Carter Street Water and Sewer Infrastructure Improvement Project. All DBE's associated with the Carter Street Water and Sewer Infrastructure Improvement Project must be certified, or be capable of being certified, as DBE's by the City of Wilmington Office of Economic Development.

2.11 Right to Audit. City shall have the right from time to time during normal business hours, and upon forty-eight (48) hours prior notice, to review, make copies of and audit the records of Habitat relating to the costs of the Carter Street Water and Sewer Infrastructure Improvement Project only. City shall be permitted to conduct such review or audit for any purpose deemed necessary by the city auditor of the City of Wilmington in connection with the exercise of the auditor's powers and duties as set forth in 3 Wilm. C. (Charter) Sec. 6-300. In that regard, Habitat will make available to the City, and its designees, construction contracts with subcontractors, laborers, and materialmen, invoices and other cost information reasonably requested by the City pertaining to the Carter Street Water and Sewer Infrastructure Improvement Project.

## 2.12 Construction.

a. Habitat covenants that the Carter Street Water and Sewer Infrastructure Improvement Project shall be completed within one (1) year following the Effective Date. Upon the completion of the Carter Street Water and Sewer Infrastructure Improvement Project, Habitat will notify the City's Department of Public Works and schedule an inspection of the Carter Street Water and Sewer Infrastructure Improvement Project.

b. City, and any of their agents or representatives, shall have the right to inspect and verify any work associated with the Carter Street Water and Sewer Infrastructure Improvement Project, during normal business hours and in such manner so as to not interfere with Habitat's activities.

c. The Carter Street Water and Sewer Infrastructure Improvement Project shall be built in accordance with the plans attached hereto as Exhibit "A", and there shall be no modifications in the design, construction methods or materials comprising the Carter Street Water and Sewer Infrastructure Improvement Project without the prior written consent of the City's Department of Public Works, such consent not to be unreasonably withheld, conditioned or delayed.

d. Habitat shall provide the City's Department of Public Works with access to the site, during normal business hours, so that they may test and verify that the Carter Street Water and Sewer Infrastructure Improvement Project meet the Department of Public Works' specifications.

e. Habitat shall deliver to City, substantially in the form attached hereto as Exhibit "B", a warranty from its contractor that shall guarantee the Carter Street Water and Sewer Infrastructure Improvement Project against any defects in workmanship and materials for a period of one (1) year from the date of completion and acceptance by the City of Wilmington Department of Public Works.

2.13 Dedication Upon Completion. Upon completion of the Carter Street Water and Sewer Infrastructure Improvement Project, Habitat shall seek to dedicate and convey legal title to the Carter Street Water and Sewer Infrastructure Improvement Project to the City at no cost or expense to City. Habitat and City hereby agree to fully cooperate in such dedication and conveyance and to execute any documents, including but not limited to, easement agreements, which are necessary for the dedication, conveyance, repair or replacement of the Carter Street Water and Sewer Infrastructure Improvement Project. In connection with any dedication, Habitat shall (a) provide City with documentation and test results for the Carter Street Water and Sewer Infrastructure Improvement Project that verify that the Carter Street Water and Sewer Infrastructure Improvement Project meets or exceeds the City of Wilmington Department of Public Works' specifications, including but not limited to, as-built drawings for the Carter Street Water and Sewer Infrastructure Improvement Project, (b) provide City with a warranty substantially in the form as attached hereto as Exhibit "B", that shall guarantee the Carter Street Water and Sewer Infrastructure Improvement Project against any defects in workmanship and

materials for a period of one (1) year from the date of dedication and (c) provide documentation from its contractor that the contractor shall indemnify, defend and hold harmless the City of Wilmington for any and all damages and injury (including death) to persons or property arising from defective construction or installation of the Carter Street Water and Sewer Infrastructure Improvement Project for a period of one (1) year from the date of dedication of the Carter Street Water and Sewer Infrastructure Improvement Project, excluding the gross negligence or willful misconduct of the City of Wilmington, or its officers, employees or agents.

2.14 Licenses and Permit Fees. Habitat shall pay all costs, without a waiver from the City of Wilmington, for City of Wilmington licenses, permits or approvals required for the construction of the Carter Street Water and Sewer Infrastructure Improvement Project. Habitat shall require any contractor or subcontractor working on the Carter Street Water and Sewer Infrastructure Improvement Project to obtain the required business licenses from the City of Wilmington prior to commencing any work on the Carter Street Water and Sewer Infrastructure Improvement Project.

### 3. Rights and Remedies of City

3.1 Subject to the provisions of Section 5.13 of this Agreement, if Habitat shall default in the performance of any agreement or covenant contained in this Agreement, and such default shall continue uncured for a period of thirty (30) days following written notice thereof by City to Habitat, or for such longer period that shall not exceed one hundred twenty days if the default cannot be cured within thirty (30) days and Habitat notifies the City and diligently seeks to cure such default (each an "Event of Default"), then, at the election of City, City shall have all rights and remedies available at law or in equity, including but not limited to, the right to seek the repayment of the City Funds or require specific performance of this Agreement, all of which shall be cumulative in nature.

### 4. Rights and Remedies of Habitat

4.1 If City shall default in the performance of any agreement or covenant contained in this Agreement, and such default shall continue uncured for a period of thirty (30) days following written notice thereof by Habitat to City, or for such longer period that shall not exceed one hundred twenty days if the default cannot be cured within thirty (30) days and City notifies Habitat and diligently seeks to cure such default (each an "Event of Default"), then, at the election of Habitat, Habitat shall have all rights and remedies available at law or in equity, including but not limited to, the right to sue for damages and the right to seek specific performance of this Agreement, all of which shall be cumulative in nature.

### 5. Miscellaneous

5.1 Habitat, through its contractor, hereby agrees to indemnify and defend City and its officials, employees, agents, contractors and counsel from, and hold each of them harmless against, any and all losses, liabilities, claims, damages, interest, judgments, costs, or expenses, including without limitation fees and disbursements of counsel, imposed on, incurred by or asserted against any of them by any person arising out of or in connection with or by reason of the Carter Street Water and Sewer

Infrastructure Improvement Project, this Agreement and the making of the City Funds, except for the gross negligence or willful misconduct of City, its officers, employees or agents. All obligations provided for in this Section shall survive any termination of this Agreement.

5.2 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed as to their validity, interpretation and effect by the laws of the State of Delaware, without regard to conflicts of law principles.

5.3 If City shall waive any power, right or remedy arising hereunder or under any applicable law, such waiver shall not be deemed to be a waiver by City of the later occurrence or recurrence of any of said events with respect to City. No delay by City in the exercise of any power, right or remedy shall, under any circumstances, constitute or be deemed to be a waiver, express or implied, of the same and no course of dealing between the parties hereto shall constitute a waiver of City's powers, rights or remedies. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

5.4 Except as otherwise provided in this Agreement, no modification or amendment hereof, or waiver or consent hereunder, shall be effective unless made in a writing signed by appropriate officers of the parties hereto.

5.5 The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

5.6 Any notice, request or consent required hereunder or in connection herewith shall be deemed satisfactorily given if in writing and delivered by hand, overnight delivery courier service or mailed (registered or certified mail) to the parties at their respective addresses set forth below or such other addresses as may be given by any party to the others in writing:

if to Habitat:     Habitat for Humanity of New Castle County

1920 Hutton Street Wilmington, DE 19802

Attention: Kevin Smith

if to City:         City of Wilmington Department of Public Works

Louis L. Redding City/Cty. Bldg., 6th Floor

800 French Street Wilmington, DE 19801

Attention: Commissioner

with a copy to: City of Wilmington Law Department

Louis L. Redding City/Cty. Bldg., 9th Floor

800 French Street Wilmington, DE 19801

Attention: City Solicitor

Any notice, request or consent shall be deemed given upon receipt by the sender thereof of confirmation of hand delivery, if delivered by hand, one (1) business day after deposit with an overnight courier service, or three (3) business days after deposit in the United States mail (registered or certified).

5.7 If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5.8 No provision shall be construed for or against any party to this Agreement on the ground that such party drafted this Agreement.

5.9 Habitat and City hereby consent that any action or proceeding against it be commenced and maintained in any court within the State of Delaware or in the United States District Court for the District of Delaware by service of process on any such officer; and Habitat agrees that the courts of the State of Delaware and the United States District Court for the District of Delaware shall have jurisdiction with respect to the subject matter hereof and the person of Habitat and the collateral for the City Funds.

5.10 EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF CITY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CITY'S ENTERING INTO THIS AGREEMENT.

5.11 HABITAT ACKNOWLEDGES THAT IT HAS HAD THE ASSISTANCE OF COUNSEL IN THE REVIEW AND EXECUTION OF THIS AGREEMENT AND, SPECIFICALLY THE WAIVER OF JURY TRIAL, AND FURTHERACKNOWLEDGES THAT THE MEANING AND EFFECT OF THE FOREGOING WAIVER OF JURY TRIAL HAS BEEN FULLY EXPLAINED TO HABITAT BY COUNSEL.

5.12 This Agreement shall be governed by and construed under the laws of the State of Delaware. No change or modification of this Agreement shall be valid unless in writing and signed by the parties hereto. No waiver of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced.

5.13 In the event that Habitat shall be delayed, hindered or prevented from the performance of any act required hereunder for a period of thirty (30) days or more by reason of strikes, insurrection, war, acts of God, or other reason of a like nature not the fault of Habitat resulting in delay of performing



work or doing acts required under the terms of this Agreement, then Habitat shall promptly notify the City of the cause of the delay and the parties shall cooperatively seek to agree on a period of extension for performance of any such act(s) required by this Agreement.

5.14 This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute but one and the same agreement.

***Signatures appear on the following page***

N WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed as of the day and year first set forth above.

HABITAT FOR HUMANITY OF NEW CASTLE COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

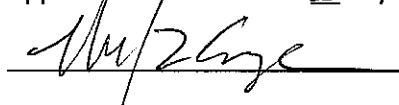
CITY OF WILMINGTON

By: \_\_\_\_\_

Name: Kash Srinivasan

Title: Commissioner, Department of Public Works

Approved as to form this 30 day of November, 2012.



Senior Assistant City Solicitor

EXHIBIT "A"

LIST OF PLANS FOR CARTER STREET WATER AND SEWER INFRASTRUCTURE IMPROVEMENT PROJECT

PHASE 1

SITE PREPARATION PLAN AT COOPER'S RUN

Prepared by:

Zebley & Associates, Inc.

Professional Land Surveyors and Site Planners

And

The Pelsa Company

Engineering Surveying and Environmental Sciences

1A of 4 Lines and Grades and Sediment Erosion Control Plan

1B of 4 Lines and Grades and Sediment Erosion Control Plan - Details

2 of 4 Sewer Plan

3 of 4 Water Plan

4 of 4 Detail Sheet

LIST OF SPECIFIC WORK TO BE PERFORMED:



April 12, 2012 (Revised 5/23/12)

Habitat for Humanity  
1920 Hutton Street  
Wilmington, DE 19802

425 Old Airport Road  
New Castle, DE 19720  
302 328 9457 (p)  
302 328 0434 (f)  
[www.hardyservices.com](http://www.hardyservices.com)

RE: Cooper Run  
Carter Street  
Wilmington, DE

Gentlemen:

Joseph T. Hardy & Son, Inc., a Veteran Owned Small Business does hereby propose to furnish all labor, materials, equipment and supervision necessary to complete the following items:

Sewer System:

- Install approximately 265 LF of 8" SDR 26 Sewer Main
- Install one (1) 4'-diameter manhole complete with frame and cover
- Install seven (7) 6" SDR 26 sewer laterals from newly installed main to curb for new town homes
- Install four (4) 6" SDR 26 sewer laterals from newly installed main to curb for warehouse connections
- Air Testing and Video Inspection of newly installed sewer main
- Install concrete patching of roadway

Water System:

- Install approximately 400 LF of 6" DIP Water Main (Vandever Ave. to 22<sup>nd</sup> St.
- Install two (2) 6" tapping valves on existing water mains
- Connect one (1) existing fire hydrant to newly installed water main
- Install seven (7) ¾" copper water services from newly installed main to curb
- Install concrete patching of roadway

Blacktop Paving:

- Rotomill Carter Street curb-to-curb from Vandever Ave. to 22<sup>nd</sup> Street
- Install 1 ½" blacktop surface over entire area rotomilled

Our scope of work for all of the above to include the following:

- Notification to Miss Utility
- Street Permit from City of Wilmington
- Traffic and Pedestrian control measures
- Saw cutting of paved areas
- Removal and off-site disposal of blacktop/concrete paving
- Excavation for all new utility mains and services; off-site disposal of materials
- Installation of one (1) new manhole in Carter Street at location of existing lamp hole
- Cement parging of one (1) existing manhole in Carter St. near Vandever Ave.
- Placement of approximately 265 LF 8" SDR 26 sewer main starting at existing manhole in Carter Street near Vandever Ave. and terminating at new manhole
- Installation of seven (7) 6" SDR 26 sewer laterals from newly installed sewer main terminating approximately one (1) foot beyond existing curb
- Installation of four (4) 6" SDR 26 sewer laterals from newly installed sewer main terminating approximately one (1) foot beyond existing curb for warehouse connections
- Air Testing & Video Inspection of newly installed sewer main
- Installation of tapping sleeves and valves on existing water mains in Vandever Avenue and 22<sup>nd</sup> Street
- Placement of approximately 400 LF of 6" DIP water main in Carter Street connecting to newly installed tapping valves
- Connection of existing fire hydrant on Carter St. to newly installed water main
- Testing of newly installed water main
- Installation of seven (7) ¾" water services from newly installed water main terminating approximately one (1) foot beyond existing curb
- Backfill and compaction of all trenches with clean fill material
- Concrete patching of all trenches
- Rotomilling of Carter Street curb-to-curb between Vandever Ave. and 22<sup>nd</sup> Street, but not extending into either roadway
- Placement of approximately 1 ½" blacktop over entire milled area
- Patching of water utility trenching only into Vandever Ave. and 22<sup>nd</sup> Street
- General clean up of work area; and demobilization

Clarifications and/or Exceptions:

- Habitat to obtain City of Wilmington project approvals
- Habitat to provide drawings and elevations necessary for proper installations
- Job scope does not include interference from existing underground structures or obstructions
- Rock Clause to apply

- Job scope does not include handling, stockpiling and/or disposing of contaminated materials
- Pricing based on complete closure of Carter Street
- Pricing based on Hardy completing all work scopes
- Pricing based on placement of new water and sewer mains in same location as existing mains

All of the above outlined work to be completed for the following amounts:

Sewer System:

- |  |              |
|--|--------------|
| • Sewer main in front of town homes        | \$ 22,025.00 |
| • Sewer laterals for town homes            | \$ 8,050.00  |
| • Remainder of sewer main in Carter Street | \$ 15,675.00 |
| • Sewer laterals(4) for warehouse          | \$ 4,600.00  |

Water System:

- |  |              |
|--|--------------|
| • Water main in front of town homes        | \$ 15,150.00 |
| • Water services for town homes            | \$ 12,250.00 |
| • Remainder of water main in Carter Street | \$ 51,100.00 |

Rotomilling/Paving:

- |                               |              |
|-------------------------------|--------------|
| • Area in front of town homes | \$ 7,940.00  |
| • Remainder of Carter Street  | \$ 13,095.00 |

<b>Total Project Cost</b>	<b>\$149,885.00</b>
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Add Alternate:

If initial layout of existing and proposed utilities indicates a possible conflict, test holes will be excavated by vacuum method to determine extent of conflict.

Vacuum Equipment & Crew per day	\$ 1,500.00
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Should you have any questions or require additional information, please contact me either by telephone at 302.328.9457 or email [jhardy@hardyservices.com](mailto:jhardy@hardyservices.com).

Sincerely,

*John J. Hardy*

John J. Hardy  
President

EXHIBIT "B"

FORM OF WARRANTY

*Joseph T.*  
**H A R D Y**  
*& Son, Inc.*

**November 8, 2012**

**Vickie Innes  
Assistant Executive Director  
Habitat for Humanity of New Castle County  
1920 Hutton Street,  
Wilmington, DE 19802**

425 Old Airport Road

New Castle, DE 19720


302-328-9457

FAX 302-328-0434

**RE: Work Warranty and Guarantee**

**Dear Ms. Innes;**

**Joseph T. Hardy & Son, Inc., shall guarantee all of the work that we undertake for a period of one year, after final acceptance of completed services.**

  
**Robert P. Hopkins  
Senior Vice President**